

**RETURN BIDS TO :****RETOURNER LES  
SOUMISSIONS À:**[Alexander.cormierhowie@canada.ca](mailto:Alexander.cormierhowie@canada.ca)**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION****Proposal To:** Indigenous Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Proposition aux:** Services aux  
Autochtones Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

**Comments - Commentaires****Ce document contient une sécurité  
Exigence - This document contains a  
Security  
Requirement**

**Vendor/Firm Name and address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur :**

**Issuing Office – Bureau de distribution  
Indigenous Services Canada/ Services aux  
Autochtones Canada**

<b>Title – Sujet</b> SAC/ISC - <b>Dental Consultant for Saskatchewan Region – ISC-FNIHB – Conditional PSAB set-Aside</b>	
<b>Solicitation No. – N° de l'invitation</b> 1000223580	<b>Date</b> 28-October-2020
<b>Client Reference No. – N° référence du client</b> N/A	
<b>GETS Reference No. – N° de reference de SEAG</b> <b>PW-20-00931547</b>	
<b>File No. – N° de dossier</b> N/A	<b>CCC No. / N° CCC - FMS No. / N° VME</b> N/A
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02 :00 PM</b> <b>on – le December 7th, 2020</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> <a href="mailto:Alexander.cormierhowie@canada.ca">Alexander.cormierhowie@canada.ca</a>	<b>Buyer Id – Id de l'acheteur</b> DY6
<b>Telephone No. – N° de téléphone :</b> 873-354-0959	<b>FAX No. – N° de FAX</b> N/A
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>  Saskatchewan	

**Instructions : See Herein**  
**Instructions: Voir aux présentes**

<b>Delivery required - Livraison exigée</b>	<b>Delivered Offered – Livraison proposée</b>
<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>(type or print)-</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-sr/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-sr/introduction-eng.html>) website.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

### **1.3 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB) – Conditional Set-Aside**

**This is an open tender. However, it will be set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received by Aboriginal businesses who are certified under the Procurement Strategy for Aboriginal Business (PSAB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058> ).** If your Aboriginal business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted. If the bids from the Aboriginal businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Aboriginal businesses remain, bids from all of the non-Aboriginal businesses that had submitted bids will then be considered by the contracting authority.

#### **1.4 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted electronically only to Indigenous Services Canada (ISC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to ISC will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **3** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Saskatchewan.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

#### **Section IV: Additional Information**

##### **3.1.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

- 3.1.1.1** As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

- 3.1.1.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

##### **3.1.2 Electronic Payment of Invoices – Bid**

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

<b>ATTENTION BIDDERS:</b>			
Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
<b>#</b>	<b>Mandatory Technical Criteria</b>	<b>Met (Yes/No)</b>	<b>Cross-Reference to bid (indicate page #)</b>
<b>MT1</b>	The bidder must demonstrate that the proposed resource has a current and valid degree in dental sciences.		
<b>MT2</b>	The bidder must demonstrate, by providing a resume, that the proposed resource possesses a minimum of 5 years' experience as a licensed practicing dentist, completed within the last 15 years as of bid closing.		
<b>MT3</b>	The bidder must demonstrate, by providing a resume, that the proposed resource possesses experience working with First Nations Peoples in Canada		
<b>MT4</b>	The bidder must demonstrate, by providing a resume, that the proposed resource has a minimum of five years of experience in dental public health, accumulated within the last 15 years, as of bid closing.		

<b>MT5</b>	The bidder must demonstrate, by providing proof, that the proposed resource holds valid and current malpractice insurance.		
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#### 4.1.1.2 Point Rated Technical Criteria

#	Point-Rated Technical Criteria	Points allocated	Score	Cross-Reference to bid (indicate page #)
<b>RT1</b>	The proposed resource should have over 5 years of combined experience working in a public health environment such as: school dental programs, social assistance dental programs, seniors dental programs, provincial/territorial dental programs, the Non-insured Health Benefits (NIHB) Program.	5 to 10 years=1 pt  10 to 15=2 pts 15+ =3 pts		
<b>RT2</b>	The proposed resource should have over 5 years' experience working with First Nations and/or Inuit clients	5 to 10 years = 1 pt  10 to 15= 2 pts  15+ = 3 pts		
<b>RT3</b>	The proposed resource should have additional specialty training / education in Dental Public Health.	1 pt for each trg, up to 4		

## 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Technical Merit and Price

SACC Manual Clause [A0027T](#) , Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 72 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 120 points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b> $115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 =$

		36.00	40.00
<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	1	3	2

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.3 Additional Certifications Precedent to Contract Award**

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

**6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B**
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
  - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately

and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

11. The Contractor must comply with the provisions of the:

- a) Security Requirements Agreement, attached as Annex D; and
- b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

## **6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures**

**6.1.2.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

**6.1.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

## **6.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

## **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **6.3.1 General Conditions**

[2010B](#) 2020-05-28, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:  

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
- c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

d) Insert: "2010B 36 (2018-05-10) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2021 inclusive

### **6.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 3 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Alex Cormier Howie  
Title: Senior Supply Officer  
Organization: Indigenous Services Canada  
Materiel and Assets Management Directorate  
Address: 10 rue Wellington, 13<sup>th</sup> floor, Gatineau, Qc, K1A 0H4

Telephone: 873-354-0959  
E-mail address: [alexander.cormierhowie@canada.ca](mailto:alexander.cormierhowie@canada.ca)



The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.5.2 Project Authority**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

## **6.7 Payment**

### **6.7.1 Basis of Payment**

### **6.7.2 Limitation of Price**

SACC Manual clause C6000C 2017-08-17 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.7.2 Method of Payment – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada

### **6.7.5 Electronic Payment of Invoices – Contract**

The method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Indigenous Services Canada Electronic Payment Request form ([http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20\\_545\\_1362495227097\\_eng.pdf](http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20_545_1362495227097_eng.pdf)), and submit the form to the address provided.

### **6.8 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. **Invoices must be submitted by the vendor on a monthly basis.**

### **6.9 Certifications and Additional Information**

#### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### **6.9.2 Aboriginal Business Certification**

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the

expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Saskatchewan.

#### **6.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B 2020-05-28
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List
- (f) Annex D, Security Requirements Agreement
- (g) FORM "5" CERTIFICATION - SET-ASIDE FOR ABORIGINAL BUSINESS
- (h) the Contractor's bid dated \_\_\_\_\_

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1. SCOPE**

##### **1.1. Introduction**

ISC requires the services of a contractor to provide consulting and professional services for First Nations & Inuit Health Branch, Indigenous Services Canada

##### **1.2. Objectives of the Requirement**

The Contractor will provide professional Dental Public Health advice and consultation for the delivery of the FNIH Dental Program in Saskatchewan.

##### **1.3. Background and Specific Scope of the Requirement**

Indigenous Services Canada (ISC) Saskatchewan Region is responsible for the administration of the Non Insured Health Benefit (NIHB) Program to registered First Nations and recognized Inuit individuals with a limited range of medically necessary health-related goods and services when they are not insured elsewhere.

The NIHB program is a national, medically necessary health benefit program that provides coverage for benefit claims for a specified range of drugs, dental care, vision care, medical supplies and equipment, mental health counselling and medical transportation for eligible First Nations people and Inuit. The dental benefit is managed from the national Dental Pre-determination Centre in Ottawa; the NIHB Saskatchewan regional office plays a supportive role in the administration of the dental benefit, including assisting clients with complex or escalated requests when needed.

For additional information on the NIHB Program please visit : <https://www.canada.ca/en/health-canada/services/first-nations-inuit-health/non-insured-health-benefits/benefits-information/non-insured-health-benefits-nihb-program-general-information-questions-answers-first-nations-inuit-health-canada.html>

Indigenous Services Canada (ISC) Saskatchewan Region is also responsible for the administration of the Jordan's Principle and the Inuit Child First Initiative. Jordan's Principle and the Inuit Child First Initiative ensures that all First Nations and Inuit children living in Canada can access the products, services and supports they need, when they need them. Funding can help with a wide range of health, social and educational needs. Individual and group applications are received in Region for a wide range of products, services and supports including dental treatments, surgeries, and devices often for First Nations or Inuit children not eligible for, or approved for coverage under the Non Insured Health Benefits Program.

For additional information on the Jordan's Principle and Inuit Child First Initiative please visit: [www.canada.ca/jordans-principle](http://www.canada.ca/jordans-principle)

The Contractor will provide a range of professional and clinical consultation for the Dental Program (Treatment and COHI services) in Saskatchewan as well as clinical supervision of practicing Dental Therapists working for FNIH-ISC in Saskatchewan on an as and when basis as authorized by the Departmental Representative / Project Authority.

#### **2. REQUIREMENTS**

## 2.1. Tasks, Activities, Deliverables and Milestones

The Contractor will provide a range of professional and clinical consultation for the Dental Program (NIHB, Jordan's Principle, Treatment and COHI services) in Saskatchewan as well as clinical oversight of practicing Dental Therapists working for FNIH in Saskatchewan on an as and when needed basis as authorized by the Project Authority.

Dental Services to be provided by the contractor include:

- i) Clinical Oversight / Field Visits**
  - The Contractor shall:
    - provide professional oversight to each Dental Practitioner (up to 15) including clinical support (reviewing x-rays & providing advice), evaluation (of practitioner's clinical services) and quality assurance.
    - provide a minimum of (1) and maximum of (2) onsite clinical assessments and consultation visits including providing treatment plans for each federally employed dental therapist (presently 4) who provide treatment services for FNIHB Saskatchewan. Prior approval must be obtained from the Team Lead of Dental Programs or Director of Health Promotion and Disease Prevention if more than 2 onsite clinical assessment and consultation visits are required. The field visits will be done onsite in First Nation Communities. The visits will involve onsite clinical evaluations of the Practitioner's work as well as professional support and quality assurance.
  
- ii) Consultation / Expert Advice / Audits:**
  - The Contractor shall
    - provide expert opinion on program advisement, policies, and consultation services through email, telephone or in person at the Saskatchewan Regional Office (Regina, SK) to the Departmental Representative / Project Authority as required for the development, delivery, implementation, evaluation of program services, and to provide feedback and/or reports.
    - provide expert advice and/or recommendations to departmental representatives with respect to NIHB dental benefit. This includes, but is not limited to, consultation on individual client cases, as requested by the NIHB Saskatchewan regional office. The contractor must respond to requests for consultation made through email, telephone, or in person within 1 business day.
    - Provide expert advice and/or recommendations to departmental representatives with respect to Jordan's Principle and the Inuit Child Initiative individual or group applications for dental treatment, and/or surgery and/or appliances. This includes, but is not limited to, consultation, review, and recommendations on individual and group client cases, as requested by the Jordan's Principle Saskatchewan regional office. The contractor must respond to requests for consultation made through email, telephone, or in person within 1 business day.
    - 
    - audit profiles of dental practitioners who provide services to First Nation clients through the NIHB program.

- provide professional consulting services (such as infection control, dental cube, provider audit, liaison with Saskatchewan Dental Association and College) for the Saskatchewan Provincial Oral Health Program as and when required.

**iii) Meetings:**

- The Contractor will
  - meet with the Director of Health Promotion and Disease Prevention, Team Lead/Program Manager of Dental Programs and/or Manager of the Dental Unit via phone or other means as required to provide feedback and program reports.
  - The Contractor may be required to attend teleconferences, videoconferences, face to face, and/or national meetings in the capacity of a clinical/technical advisor for FNIH Saskatchewan Dental Program.

**2.2. Specifications and Standards**

The Contractor must perform the work to the standards established for the practice of dentistry in the Province of Saskatchewan.

**2.3. Method and Source of Acceptance**

The work will be determined to be successful when the Contractor produces the results of their minimum of 1 community visit to each Dental Practitioner and the production of reports resulting from these visits. These reports will be delivered to FNIH Departmental Representative / Project Authority one month after the completion of the trips.

**2.4. Reporting Requirements**

The Dentist must submit one (1) electronic copy of a report to the Departmental Representative /Project Authority outlining the accomplishments for the given period, open issues and upcoming milestones on a monthly basis. Report will include activities /consultations / work provided during that month as well as recommendations or advice for dental program in SK.

All required technical and medical reports will be delivered to FNIH Departmental Representative / Project Authority one month after the completion of the trips.

Trip reports for the visits to each Dental Practitioner will be delivered to FNIH Departmental Representative / Project Authority within one month after the completion of the trip.

**2.5. Project Management Control Procedures**

The Departmental Representative / Project Authority shall:  
Provide feedback to Contractor as required.  
Advise Contractor of required meetings.

The Contractor will ensure that every effort is made to keep the program on time and on track. The Reviewers will ensure that client confidentiality is maintained and any data collected will be kept in a safe and secure location. Should there be any deviation from the work schedule or unexpected delays for whatever reason, the Contractor will contact the appointed ISC Departmental Representative as soon as reasonably possible.

### **3. ADDITIONAL INFORMATION**

#### **3.1. Canada's Obligations**

The department will be responsible to:

- Hold meetings as required with the Contactor.
- be available for program consultation.
- provide access to NIHB Program policies, procedures and guidelines.
- Provide access to Jordan's Principle and the Inuit Child First policies, procedures and guidelines.
- provide other assistance, support or feedback in a timely manner as required.

The Project Authority and Departmental Representative will provide upon the commencement of the Contract up to a half day orientation with the Contractor to familiarize them with the current workload, forms to be used and types of files that will need to be reviewed. Should both parties determine and agree that additional training or guidance is required to meet the performance required of the work; the Project Authority will undertake to provide the training and/or guidance.

#### **3.2. Contractor's Obligations**

The Contractor must maintain membership in good standing with the regulatory body in the province of Saskatchewan. Should the membership status Change at any time during the contract period, the Contractor will immediately inform the Project Authority.

The Contractor must ensure confidentiality of information and protect dental provider/client relationships

The Contractor will provide professional consulting services (such as infection control, dental cube, provider audit, liaison with Saskatchewan Dental Association and College) for the Saskatchewan Dental Program as and when required. No personal information collected by the Contractor under the terms of this contract can be used or disclosed by the Contractor for any purpose other than to perform and complete the work required under the contract.

The Contractor must not store any personal information on a portable device such as USB key or laptop.

The Contractor must not communicate any personal information on a wireless device.

The Contractor must ensure that no actual, apparent or potential conflict of interest exists.

The Contractor must ensure confidentiality of information and protect dental provider/client relationships. No personal information collected by the Contractor under the terms of this contract can be used or disclosed by the Contractor for any purpose other than to perform and complete the work required under the contract. Furthermore, the Contractor must follow the Privacy Act Legislation used by Indigenous Services Canada and their regulatory authority for handling and storing of confidential information.

The Contractor must follow all applicable NIHB policies, procedures, and guidelines.

#### **3.3. Location of Work, Work site and Delivery Point**

The work will be done on location in Saskatchewan and in communities where the Dental Therapists work. See section E3.9 for locations.

Some work will be performed at the Contractor's location of business.

### **3.4. Language of Work**

All phases of the project are to be conducted in the English language.

### **3.5. Special Requirements**

The Contractor must be familiar with the Access to Information & Privacy Act <http://www.tbs-sct.gc.ca/atip-airp/index-eng.asp>

The Contractor must be familiar with Health Information Act [http://www.assembly.ab.ca/hiareview/health\\_information\\_act.pdf](http://www.assembly.ab.ca/hiareview/health_information_act.pdf)

### **3.6. Travel and Living**

The dentist will also be required to travel within Saskatchewan for treatment planning and for meetings. Locations for treatment planning include Muskeg Lake, Ahtahkakoop, Little Red, Witchekan Lake and Whitecap with others added depending on the need during the contract for a maximum of 20 visits (approx. 30 days). Quality Assurance Reviews will be completed yearly for all ISC employed dental therapists. The quality assurance review will assess the delivery of the COHI and Treatment Programs and assess compliance with program requirements during the contract for a maximum of 20 visits (approx. 30 days). In addition the dentist will need to be available to travel to meetings in Prince Albert, Saskatoon, and Regina or other meeting locations in Saskatchewan.

All travel must be pre-authorized by the Departmental Representative/ Project Authority with travel amounts reimbursed, with no allowance for overhead or profit, within the limits permitted by the current National Joint Council Travel Directive.

Up to two (2), five (5) business days, trips per year to attend National Calibration meetings scheduled in Canada as clinical/technical advisor to Saskatchewan Oral Health Program as per Treasury Board Rates.

## **4. PROJECT SCHEDULE**

### **4.1. Expected Start and Completion Dates**

The Contractor will be required to provide services from the date of contract award until March 31, 2021. ISC reserves the right to exercise three (3) one (1) year options under the same terms and conditions.

### **4.2. Schedule and Estimated Level of Effort (Work Breakdown Structure)**

The Contractor will be required to provide Consulting, Oral Health and Professional services for the Saskatchewan Regional Dental Program and Non-Insured Health Benefits (NIHB) on and as and when basis in Saskatchewan as per the estimated:

- 1) On site clinical visits to a maximum of 20 visits (approximately 30 days, 250 hours) per 12 month period.
- 2) Quality Assurance Reviews will be completed yearly for all ISC employed dental therapists to a maximum of 20 visits (approximately 30 days, 250 hours) per 12 month period.



- 3) Consultation (e.g. program advice, clinical advice, meetings, audits) to a maximum of 200 hours

## **5. APPLICABLE DOCUMENTS AND GLOSSARY**

### **5.1. Applicable Documents**

Indigenous Service Canadas Non-Insured Health Benefits Dental Policy Framework  
<https://www.canada.ca/en/indigenous-services-canada/services/first-nations-inuit-health/reports-publications/non-insured-health-benefits/dental-benefits-guide-non-insured-health-benefits-program.html>

Access to Information & Privacy Act <http://www.tbs-sct.gc.ca/atip-aiprp/index-eng.asp>  
Treasury Board Travel Directive <http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>

### **5.2. Relevant Terms, Acronyms and Glossaries**

- 5.2.1. NIHB Non-insured Health Benefits
- 5.2.2. FNIH First Nations and Inuit Health
- 5.2.3. DDS Doctorate of Dental Surgery
- 5.2.4. DMD Doctorate of Medical Dentistry
- 5.2.5. HICPS Health Information and Claims Processing System
- 5.2.6. SOW Statement of Work
- 5.2.7. COHI Children's Oral Health Initiative

**ANNEX "B"****BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work as determined in Annex – "A" – Statement of Work; to a limitation of expenditure of \$ \_\_\_\_\_ plus applicable taxes

(applicable taxes to Professional Fees are extra)

<b>CONTRACT PERIOD: Contract Award to : March 31, 2021</b>					
(A)	(B)	(C)	(D)	(E)	(F)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Estimated number of hours	All-inclusive fixed Per-Hour Rate	Total Cost F = D x E
Dental Consultant	Senior		Up to 700 Hours	\$	\$
Miscellaneous					\$
<b>Total Estimated Initial Contract Cost:</b>					<b>\$</b>
<b>Applicable Taxes</b>	<b>Insert the amount, as applicable:</b>				GST: QST: PST:
<b>GRAND TOTAL</b>					<b>\$</b>

**Definition of a Day/Proration**

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

- a. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- b. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

<b>OPTION CONTRACT PERIOD 1: April 1<sup>st</sup>, 2021 to March 31, 2022</b>					
(A)	(B)	(C)	(D)	(E)	(F)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Estimated number of hours	All-inclusive fixed Per-Hour Rate	Total Cost F = D x E

<b>Dental Consultant</b>	<b>Senior</b>		<b>Up to 700 Hours</b>	<b>\$</b>	<b>\$</b>
<b>Miscellaneous</b>					<b>\$</b>
<b>Total Estimated Initial Contract Cost:</b>					<b>\$</b>
<b>Applicable Taxes</b>	<b>Insert the amount, as applicable:</b>				<b>GST: QST: PST:</b>
<b>GRAND TOTAL</b>					<b>\$</b>

OPTION CONTRACT PERIOD 2: April 1 <sup>st</sup> , 2022 to March 31, 2023					
(A)	(B)	(C)	(D)	(E)	(F)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Estimated number of hours	All-inclusive fixed Per-Hour Rate	Total Cost F = D x E
<b>Dental Consultant</b>	<b>Senior</b>		<b>Up to 700 Hours</b>	<b>\$</b>	<b>\$</b>
<b>Miscellaneous</b>					<b>\$</b>
<b>Total Estimated Initial Contract Cost:</b>					<b>\$</b>
<b>Applicable Taxes</b>	<b>Insert the amount, as applicable:</b>				<b>GST: QST: PST:</b>
<b>GRAND TOTAL</b>					<b>\$</b>

OPTION CONTRACT PERIOD 3: April 1 <sup>st</sup> , 2023 to March 31, 2024					
(A)	(B)	(C)	(D)	(E)	(F)
Category of Personnel	Level of Expertise	Name of Proposed Resource	Estimated number of hours	All-inclusive fixed Per-Hour Rate	Total Cost F = D x E
<b>Dental Consultant</b>	<b>Senior</b>		<b>Up to 700 Hours</b>	<b>\$</b>	<b>\$</b>
<b>Miscellaneous</b>					<b>\$</b>

<b>Total Estimated Initial Contract Cost:</b>		<b>\$</b>
<b>Applicable Taxes</b>	<b>Insert the amount, as applicable:</b>	<b>GST: QST: PST:</b>
<b>GRAND TOTAL</b>		<b>\$</b>

## ANNEX "C"

## SECURITY REQUIREMENTS CHECK LIST

Affaires autochtones et  
Développement du Nord CanadaAboriginal Affairs and  
Northern Development Canada

Contract Number / Numéro du contrat

1000223580

Security Classification / Classification de sécurité

Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région FNIHB	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :
3. Brief Description of Work / Brève description du travail Dental services to be reviewed by a Dentist for First Nations front line delivery.	
4. Contract Amount / Montant du contrat 300,000.00 \$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :
5. Contract Start and End date / Date de début et de fin du contrat Contract Award to / au March 2025	
7. Will the supplier require / Le fournisseur aura-t-il :	
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
(If the answer is No to all three questions, go to Part D / SI la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?	
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?	
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
If yes, specify: / Si oui, spécifiez :	
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?	
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécuritaire)	

NCR#7087864 - v1

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Renseignements/Biens	7.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) Renseignements/Biens (extérieur)	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI – courriel	9.2 a)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
IT Transmission – other Transmission TI – autre	9.2 b)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

- 11.1 Personnel Security Screening Level Required:  
Niveau d'enquête de la sécurité du personnel requis :  N/A / Non requis  Reliability/ Fiabilité  Confidential/ Confidentiel  Secret  Top Secret/ Très secret
- 11.2 May unscreened personnel be used for portions of work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No Non  Yes Oui  N/A / Non requis
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No Non  Yes Oui

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat 1000223580 Security Classification / Classification de sécurité Unclassified
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PART D – AUTHORIZATION / PARTIE D – AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) Barry Sullivan		Title - Titre Director, HPDP	Signature <i>Barry D Sullivan</i>
Telephone No. – N° de téléphone 306-564-9098	Facsimile No. – N° de télécopieur	E-mail address – Adresse courriel <a href="mailto:Barry.sullivan@canada.ca">Barry.sullivan@canada.ca</a>	Date <i>Sept. 21, 2020</i>
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) Jonathan Coulombe-Leduc		Title - Titre Contract Security Officer	Signature CoulombeLeduc, Jonathan <small>Digitally signed by CoulombeLeduc, Jonathan Date: 2020.10.08 10:19:41 -0400</small>
Telephone No. – N° de téléphone 819-665-7134	Facsimile No. – N° de télécopieur N/A	E-mail address – Adresse courriel <a href="mailto:jonathan.coulombe-leduc2@canada.ca">jonathan.coulombe-leduc2@canada.ca</a>	Date 2020-10-08
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui			
16. Procurement Officer / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) Alex Cormier		Title - Titre Senior Procurement	Signature <i>AC</i> <small>Digitally signed by cormierale, alex DN: cn=Cormier, o=Government of Canada Reason: I am approving this document Location: Ottawa, Ontario, Canada Date: 2020.09.22 09:38:53 Path: #123456789</small>
Telephone No. – N° de téléphone 873-354-09	Facsimile No. – N° de télécopieur N	E-mail address – Adresse courriel <a href="mailto:alexander.cormierhowie@canada.ca">alexander.cormierhowie@canada.ca</a>	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) – Nom (en lettres moulées) Alexandre Paré-Mondérie		Title - Titre Acting Manager, Security Operations	Signature paremonderie, alexandre <small>Digitally signed by paremonderie, alexandre Date: 2020.10.08 15:16:30 -04'00'</small>
Telephone No. – N° de téléphone 819-997-3767	Facsimile No. – N° de télécopieur N/A	E-mail address – Adresse courriel <a href="mailto:alexandre.pare-monderie2@canada.ca">alexandre.pare-monderie2@canada.ca</a>	Date 2020-10-08

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified
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Canada

NCR#7087864 - v1

**ANNEX "D"****SECURITY REQUIREMENTS AGREEMENT**

Company name: \_\_\_\_\_

Request for proposal: 1000223580

Contract: \_\_\_\_\_

**1. Physical Security Transportation and Safeguard Requirements**

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

**1.1 Physical Safeguards:**

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	<b>Protected A</b>	<b>Protected B</b>
<b>Container</b>	Key locked container	Dial lock container
<b>Facility</b>	Restricted access room within office/home	Restricted access room within office/home

**Definitions:**

**Protected information:** Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

**Protected A:** Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

**Protected B:** Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

**1.2 Transportation****1.2.1 Transportation of Paper Records:**

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.



- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

### 1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

## 2. IT Security Requirements

Production and storage of **Protected** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

### 2.1 Electronic Storage

- Store **Protected** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or

256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>)

- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

## 2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

## 2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
<b>Protected A</b>	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:</li> </ul>

		<ul style="list-style-type: none"> <li>• Must be 8 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul>
<b>Protected B</b>	Encrypted and Digitally Signed eMail	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password;</li> <li>• The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> <li>• Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> <li>• One of the following encryption algorithms is used: <ul style="list-style-type: none"> <li>▪ 3DES-168 Bit or higher</li> <li>▪ AES-128 Bit or higher</li> </ul> </li> <li>• Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> <li>▪ RSA (Rivest, Shamir, Adleman)</li> <li>▪ DSA (Digital Signature Algorithm)</li> <li>▪ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>• One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> <li>• SHA-224</li> <li>• SHA-256</li> <li>• SHA-384</li> </ul> </li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>• SHA-512</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>• Must be 12 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>
	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy <b>(See annex 1 of security requirement agreement)</b></li> </ul>
	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and</li> </ul>

		password is assigned to each user by CIRNAC/ISC.
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>•</li> <li>• The sending fax machines is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>

### 3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

### 4. Security Costs

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

## Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service

### Acceptable Use Policy

You have been granted access to the Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will **accommodate sensitive information up to, and including, Protected B**. Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system **will not** be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

## SECURITY AGREEMENT

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract \_\_\_\_\_, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.



**ANNEX "E"**

**CONTRACTOR TRAVEL REQUEST FORM**



**Contractor Travel Request  
Demande de voyage de l'entrepreneur**

Contract number - Numéro du contrat		Anticipated Contract Dates - Dates anticipées du contrat	
Contract title - Titre du contrat		Start Date - Début du contrat	End date - Fin du contrat
Estimated Contract Value - Valeur estimative du contrat		Estimated Travel Cost (included in Contract Value) Coût estimé de voyage (inclus dans la valeur du contrat)	
Original - Original: \$	<input type="text"/>	Original - Original: \$	<input type="text"/>
Amended - Modifié: \$	<input type="text"/>	Amended - Modifié: \$	<input type="text"/>
Purpose of travel - Objet du voyage			
<input type="checkbox"/> Core Mandate Mandat de base	<input type="checkbox"/> Stakeholders Intervenants	<input type="checkbox"/> Governance Gouvernance	<input type="checkbox"/> Training Formation
<input type="checkbox"/> Other Autre			
Rationale for not using virtual presence - Raison - Présence virtuelle impossible			
<input type="checkbox"/> Site visit required Visite du site nécessaire	<input type="checkbox"/> Video Conference facility not available Il n'y a aucune installation de vidéoconférence de disponible		
<input type="checkbox"/> Extended visit required Visite prolongée nécessaire	<input type="checkbox"/> Personal attendance required Présence nécessaire		
<input type="checkbox"/> Cost saving of alternatives is marginal or nil Les économies réalisées en optant pour la colution de rechange auraient été minimies ou inexistantes			
Nature of Travel (Name of traveller(s), locations (to and from), frequency of travel, etc.) Traits de voyage (nom de voyageur(s), lieux (départ et destination), fréquence de voyage, etc.)			
Recommended for approval - Recommendation d'approbation			
_____	_____	_____	
Signature	Print Name - Lettres moulées	Date	
Expenditure Initiation Authority is provided for this travel in accordance with the Financial Administration Act Section 32(1). Le pouvoir d'engager des dépenses pour ce voyage est accordé conformément aux termes de l'article 32(1) de la Loi sur la gestion des finances publiques.			
_____	_____	_____	
Signature	Print Name - Lettres moulées	Date	

## FORM "5"

### CERTIFICATION - SET-ASIDE FOR ABORIGINAL BUSINESS

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual.

2. The Bidder:

i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;

ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and

iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Bidder must check the applicable box below:

i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Bidder must check the applicable box below:

i.  The Aboriginal business has fewer than six full-time employees.

OR

ii.  The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

#### **Owner/Employee Certification - Set-aside for Aboriginal Business**

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date